

ADDENDUM FOR
New Construction and Trending
Adams County, Indiana
2007

Terry

Original N/C 2003
Addendum for N/C 2004 & 05
2006

Addendum for N/C 2007
trending

This Addendum is entered into this 2nd day of January, 2006, by and between the Adams County Commissioners representing Adams County Assessor and Trustee Assessors, hereinafter referred to as the "Assessors" and Appraisal Research Corporation, an Ohio Corporation with offices in Greensburg, Indiana, licensed to do business in Indiana, hereinafter referred to as "ARC".

RECITALS

- A. The Assessors and ARC have entered into an original contract dated 3/31/03 for New Construction, and subsequently amended this contract to include additional technical services and annual Trending services.
- B. The Assessors have determined they should continue to employ ARC as a technical advisor pursuant to the provisions of IC 6-1.1-4-17 for the purpose of New Construction, annual Trending as required by IC 6-1.1-4-4.5 and 50 IAC 21, and other technical services as may be required when requested by the Assessors.
- C. The Assessors wish to continue to contract with ARC, and ARC is willing to be contracted by the Assessors.
- D. ARC is a Professional Appraiser as the term is defined in IC 6-1.1-4-17(c) and IC 6-1.1-31.7.
- E. ARC will comply with the provisions of 50 IAC 15 in the performance of services herein.
- F. The Assessors have by majority vote, taken in accordance with the procedures recommended by the Department of Local Government Finance (hereinafter referred to as the "Department") for the application of IC 6-1.1-4-17, determined to enter into this Addendum.

AGREEMENT

In consideration of the premises, mutual covenants and obligations of the parties, the Assessors and ARC agree as follows:

1. Incorporation of Recitals

The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of this Agreement.

2. Duties of ARC.

- (a) ARC shall provide technical assistance to the Assessors in connection with New Construction and the determination of annual adjustments to real property in Adams County for the assessment year of 2007, as requested and assigned by the authorized designate of the Assessors, under the terms and provisions of this Addendum (and the original Contract), in accordance with and furtherance of all rules governing New Construction, Trending and the assessment of real property promulgated by the Department, and all other applicable laws, statutes, ordinances, or administrative rules.
- (b) New Construction services shall continue to be performed according the provisions of Article III of the original contract.
- (c) ARC will complete all responsibilities of the Assessors created under IC 6-1.1-4-4.5 and 50 IAC 21 regarding Trending and the completion of required ratio studies, including:
 - (1) Perform ratio studies using the methods or combination of methods acceptable under the Standard on Ratio Studies published by the International Association of Assessing Officers (IAAO) or other acceptable appraisal methods approved by the Department.
 - (2) Use a valuation date of January 1 of the year preceding the year of the assessment date.
 - (3) Use verified sales of properties occurring within two (2) calendar years preceding the relevant valuation date in performance of the ratio studies.
 - a. Sales occurring before or after the assessment date shall be trended, if appropriate, in accordance with the IAAO standard and the time adjusted sales price shall become the basis for all ensuing analysis.
 - b. If available sales data is insufficient to satisfy the IAAO standard, ARC may use sales from earlier or more recent time periods, or both, by adjusting and time trending the sales data as described in the IAAO standard.
 - c. If ARC determines there are insufficient commercial and/or industrial improved property sales in order to determine an annual adjustment factor, ARC shall review one (1) or more of the following to derive an annual adjustment factor:

- i. Marshall and Swift cost and depreciation tables from the first quarter of the calendar year preceding the assessment date.
 - ii. Income data, rental data, market value appraisals, and other relevant evidence derived from appeals of the most recent assessment date and adjusted, as applicable, to January 1 of the year preceding the assessment date.
 - iii. Commercial real estate reports.
 - iv. Governmental studies.
 - v. Census data.
 - vi. Multiple listing services (MLS) data.
 - vii. The independent study performed by the Indiana Fiscal Policy Institute.
 - viii. Other information or data to determine an annual adjustment factor.
- (4) Review all neighborhood delineations for the specified classes of property established for the most recent assessment date to determine if any adjustments or alterations are desirable.
- (5) Review all land values for the specified classes of property established for the most recent assessment date to determine if any modifications are needed in order to promote uniform and equal assessments.
- (6) Review ratio studies for each listed property class, and examine the coefficient of dispersion and price related differential to determine if an annual adjustment factor should be applied, and determine the appropriate annual adjustment factor if required.
- (7) After any annual adjustment factor is applied, ARC shall complete an additional ratio study and provide the results of the ratio study to the Assessors in the manner and format specified in 50 IAC 14-5-1 through 50 IAC 14-5-3.
- (8) ARC shall notify the Assessors (or primary contact person) if any ratio study reveals a coefficient of dispersion and/or price related differential that is outside the appropriate ranges set in 50 IAC 21-11-1 and recommend appropriate actions to address any identified irregularities in accordance with the procedures set forth in 50 IAC 21.
- (9) Conduct any required stratifications and perform ratio studies for each strata until ARC determines the properties that are causing a coefficient of dispersion and/or price related differential that is outside of the acceptable range, and then make necessary refinements to the valuation for all similar situated properties.
- (10) No later than fifteen (15) business days prior to October 1, ARC shall submit to the Assessors all parcel data in the specified formats as required by IC 6-1.1-4-25 to be utilized by the Department in accordance with IC 6-1.1-33.5-3.

- (11) ARC will generate trending factor in a manner and format acceptable to the Department and the Legislative Services Agency.
- (d) All direct assessment activities shall be performed by a level two assessor-appraiser certified under IC 6-1.1-35.5.
- (e) ARC shall be responsible for making periodic reports to the Assessor. ARC shall provide written reports at the Assessor's request.
- (f) ARC shall be responsible for generating complete parcel characteristics and assessment data in a manner and format acceptable to the Legislative Services Agency and the Department.
- (g) ARC shall be responsible for adequately providing the creation and transmission of real property assessment data in the form required by the Legislative Services Agency and the Division of Data Analysis of the Department.

3. Responsibilities of the Assessors

- (a) Final determination of Assessed Value and True Cash Value is and shall remain the responsibility of the Assessors.
- (b) Assessors shall provide electronic reporting of complete and correct validated Sales Disclosures acceptable to the Department.
- (c) Remediation of Sales Disclosure issues is the responsibility of the Assessors, however, if requested, ARC shall perform at the "per diem" rate specified in the agreement.
- (d) Assessors shall flag Sales Disclosures that fall outside ratios specified by ARC.
- (e) Assessors shall provide access to all maps and parcel data as required by ARC.

4. Consideration

- (a) A fee of ten thousand dollars (\$10,000) for New Construction services and twenty-nine thousand five hundred dollars (\$29,500) for annual Trending in full payment for the complete performance of all duties, responsibilities and activities set forth in this Addendum. Work activity shall be billed as performed. Invoices shall be paid within thirty (30) days of receipt.
- (b) ARC shall provide five (5) person days of New Construction defense of values and five (5) person days of annual Trending defense of values. Any additional person days for Technical Service shall be charged at ARC's current prevailing rates.

5. Term of Contract.

ARC shall commence work upon execution of this Addendum.

- (a) ARC shall complete all work, other than assistance required in regard to an appeal filed under IC 6-1.1-15 before the PTABOA, prior to August 1 for New Construction and prior to August 1 for Trending.
- (b) This Addendum shall remain in force until either party notifies the other that the services provided are terminated. Notification shall be in writing and shall be served thirty (30) days prior to the termination.

6. Professional Appraiser Certification

- (a) ARC personnel are certified as a "professional appraiser" under IC 6-1.1-31.7 in order to enter into this Addendum. ARC represents and warrants that it is certified as a "professional appraiser" under IC 6-1.1-31.7 at the time of entering into this Agreement; and will take all steps necessary to remain certified as a "professional appraiser" under IC 6-1.1-31.7 through the term of this Addendum.
- (b) In accordance with IC 6-1.1-31.7-4, this Amendment is void and ARC may not receive additional funds under this Amendment if the ARC's certification as a "professional appraiser" under IC 6-1.1-31.7 is revoked.

7. Contract Representative.

The Assessors shall designate the County Assessor to serve as the primary contact person under this Addendum.

8. Contract Reports and Monitoring.

ARC shall extend its full cooperation to the Assessors by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.

9. Time and Manner of Payment.

At the end of each month, ARC shall submit a claim for payment for work done under the Agreement during that month. The amount of each monthly payment is subject to approval by the Assessors, and is subject to full compliance with all other obligations under this Addendum. Payment shall be made to ARC within thirty (30) days after submission.

10. Penalties.

Payments due under this Addendum shall be reduced by the amount of \$250 per business day that any work remains incomplete after due dates specified.

11. Non-Discrimination.

Pursuant to IC 22-9-1-10 and Article III of the original Contract, ARC and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions, or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

12. General Provisions.

- (a) This Addendum and the original Contract Article VIII sets forth the entire agreement and understanding of the parties. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in the Addendum and the original Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.
- (b) No waiver, alteration, modification, or cancellation of any of the provisions of the original Contract or this Addendum shall be binding unless made in writing and signed by all those signing the original Contract and this Addendum, or their successors in office. The failure of either party at any time or times to require performance of any provisions of this agreement shall not be considered a waiver and shall in no manner affect the right at a later time to enforce that provision.
- (c) In the event that one or more of the provisions contained in this Addendum and the original Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions. If any provisions contained in this agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.
- (d) This agreement shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.
- (e) This agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives, provided, however, that the rights, duties, and privileges of ARC may not be transferred, sublicensed or assigned by it, either in whole or in part, without the prior written consent of the Assessors.

13. Delays.

Whenever ARC or the Assessors have knowledge that any actual or potential situation is delaying, or threatens to delay, the timely performance of this agreement, they shall within thirty (30) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

In the event of a delay by the Department of Local Government Finance, Legislative action or court rulings, the Assessors reserve the right to renegotiate all terms of the agreement including costs.

14. Termination.

The Assessors may terminate this Agreement, if they determine that ARC has failed to make satisfactory progress toward performance. In such case, the Assessors shall transmit a written Notice of the Default and termination to ARC thirty (30) days prior to the proposed termination date, and ARC shall be given thirty (30) days in which to remedy the condition which has caused the Termination Notice, or suffer termination.

ARC shall continue performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

15. Independent Contractor

ARC is not an agent, employee, partner, joint venturer or associate of the Assessors. The employees or agents of ARC shall not be deemed or construed to be the employees or agents of the Assessors for any purpose whatsoever.

16. Liability.

ARC agrees to indemnify, defend, and hold harmless the Assessors, and their townships and county, and all agents, officers and employees of those townships and the county, from all claims and suits including, court costs, attorney's fees, and other expenses, caused by any act or omission of ARC and/or its subcontractors.

17. Subcontracting.

ARC shall obtain prior written approval of the Assessors before subcontracting any portion of this agreement. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.

18. Force Majeure.

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics,

communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

19. Maintaining a Drug-Free Workplace.

ARC hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this agreement a drug-free workplace, and ARC shall give written notice to the Assessors within ten (10) days after receiving actual notice that an employee of ARC has been convicted of a criminal drug violation occurring in ARC's workplace. ARC further agrees that this Agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by ARC.

20. Confidential Nature of Appraisal Data

ARC shall assure that no individual on ARC's staff shall disclose any appraisal information to any individual, firm or corporation other than appropriate public officials and their authorized agents. Any data, which is to be released, shall be provided to the Assessors who shall provide for its release. However, the Department of Local Government Finance and the Legislative Services Agency shall have unrestricted access to ARC's work product under this agreement.

IN WITNESS WHEREOF, the parties have executed this contract by their duly authorized officers.

ADAMS COUNTY, INDIANA

Daughen L. Bauman
Commissioner

Date: 1-2-07

Edwin E. Coel
Commissioner

Date: 1-2-07

Steve W. Bauman
Commissioner

Date: 1-2-07

ATTESTED:

William A. Born
Auditor

Date: 1-02-2007

Judith E. Affolder
Assessor

Date: 1-2-07

APPRAISAL RESEARCH CORPORATION

Richard H. Hoffman
Richard H. Hoffman, ASA, CAE, MAI, CRE
President & CEO

Date: 14 DEC 2006

ADDENDUM FOR
2007 New Construction and Trending
Adams County, Indiana
ARC #06-IN-358R-ADA-00-10/30



ADAMS COUNTY ASSESSORS

Kenn W. West
Blue Creek Twp. Trustee Assessor

1-10-07
Date

Ken L. A.
Hartford Twp. Trustee Assessor

1-17-2007
Date

Michael C. Cress
Kirkland Twp. Trustee Assessor

1-3-07
Date

Darrel O. Eberling
Preble Twp. Trustee Assessor

12-19-06
Date

Russell E. Cook
St. Mary's Twp. Trustee Assessor

12-15-06
Date

R. M. O.
Wabash Twp. Assessor

1-5-07
Date

Judith E. Affolder
Adams County Assessor

1-10-07
Date

Steven L. Affolder
French Twp. Trustee Assessor

12-15-06
Date

Dennis Caffie
Jefferson Twp. Trustee Assessor

1-5-07
Date

Donald E. Huhn
Monroe Twp. Trustee Assessor

12-18-06
Date

Sten A. Steppenbogen
Root Twp. Assessor

January 22 2007
Date

John M. B.
Union Twp. Trustee Assessor

12-18-06
Date

R. W. King
Washington Twp. Assessor

12-15-06
Date